

May 7, 2009

**BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, D.C.**

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WASHINGTON, D.C.

**Ultimate Fares, Inc. and Roni Herskovitz**

**Violations of 14 CFR 399.80(f), 14 CFR 399.84  
and U.S.C. § 41712**

**Enforcement Proceeding**

**DOT-OST-2009-0002**

**DECLARATION OF RONI HERSKOVITZ**

I, Roni Herskovitz, hereby declare:

1. I am over eighteen years of age. I have personal knowledge of the following matters, and if called as a witness, I would and could testify competently to the same.
2. Ultimate Fares, Inc. ("Ultimate Fares") is a small company engaged in the business of selling commercial airline tickets, among other things.
3. I am the President and Chief Executive Officer of Ultimate Fares.
4. Attached as Exhibit 1 is a true and correct copy of an information request from the Department of Transportation ("DOT") regarding fare disclosures on Ultimate Fares' website, dated April 29, 2008.
5. David J. Moraine, Esquire, has not represented me or Ultimate Fares with respect to informal or formal proceedings in this matter.
6. I did not did not learn of the DOT's information request until approximately June 1, 2008.

*Decl. of R. Herskovitz  
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7. After I learned of the DOT's information request, Ultimate Fares retained counsel to aid in responding to the DOT's information request.

8. Ultimate Fares' counsel then communicated with the DOT in responding to the DOT's requests.

9. Ultimately, although Ultimate Fares' disagreed with the DOT's allegations regarding the website's fare disclosures, Ultimate Fares made changes based on the DOT's requests.

10. As such, Respondents believes that the Ultimate Fares' website is, and has always been, in compliance with the applicable regulations.

11. Indeed, Ultimate Fares' website has, at all times, disclosed its fares in a manner identical or similar to similar websites, and in compliance with the applicable regulations.

12. Neither Ultimate Fares nor I was actually served with the Complaint.

13. On May 5, 2009, I contacted Mr. Wind about this matter.

14. I was not aware of Mr. Wind's earlier e-mail – and hence this matter – because Ultimate Fares' servers were down from April 2, 2009, to approximately April 29, 2009. For the entire period, I was unable to retrieve any e-mails.

15. While Ultimate Fares' server was down, the Ultimate Fares' website was down as well, which meant that there was no advertising of fares or other business during this period.

16. In the month of April, I was traveling extensively. Among other places, I was in Phoenix, Dallas, Florida, and California.

17. Also in the month of April, my voicemail was full and I was unable to receive additional voicemail messages.

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18. Once Ultimate Fares' server ~~started~~ working again, I had a great deal of work to do on the website and the business because of the long down period, as well as a very large amount of e-mail that had accumulated in my account over the month of April.

19. On May 5, 2009, I discovered Mr. Wind's e-mail regarding the Enforcement Complaint. This was the first I learned anything about the formal action and I contacted Mr. Wind immediately.

20. Had I or Ultimate Fares received the Enforcement Complaint earlier, I and Ultimate Fares would have filed an answer within the prescribed period.

21. The penalty sought in the Enforcement Complaint is several multiples greater than Ultimate Fares' annual revenue.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 7th day of May, 2009.

  
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Roni Herskovitz

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